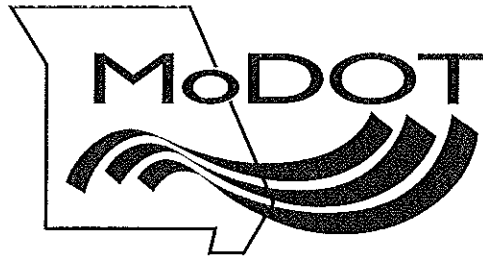


Missouri  
Department  
of Transportation

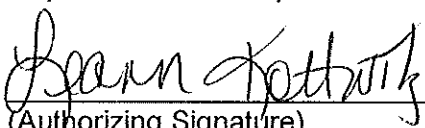


Kevin Keith, Director

105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 751-2551  
Fax (573) 751-6555  
www.modot.org

**ADDENDUM 001  
Request For Proposal  
Pharmacy Consulting Services  
RFP 6-110615LK**

Offerors should acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original proposal. The due date for receipt of proposal has not changed by this Addendum. Accordingly, the following clarifications, and or additional information, are believed to be of general interest to all potential Offerors. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Leann Kottwitz Senior General Services Specialist
Contractor/Offeror Signature	Department of Transportation 
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: 06/02/2011

**Please see attachment for additional clarification.**

**Question #1**

Can the requested vendor RFP support services be proposed separately from the remaining standard consulting services? For example, can we propose vendor RFP services at an hourly rate and the remaining services at the requested PSPM rate? (page 6, 1, d and other related services)

**Response #1**

Yes, but would like the services to be priced at a not to exceed dollar amount.

**Question #2**

What are the current fees for these services and what is the projected budget for these services?

**Response #2**

There is no planned change to the budget for these services. The fees can be found in the current agreement provided.

**Question #3**

Will a preference be given to a firm located in Missouri?

**Response#3**

No

**Question #4**

Does MoDOT develop its formulary or does it rely on its PBM for these services? If MoDOT develops its own formulary, does MoDOT have a "Pharmacy and Therapeutics" committee?

**Response #4**

We do have a custom formulary, and the PBM and their "Pharmacy and Therapeutics" committee is responsible for maintaining the formulary.

**Question #5**

What services are expected related to patient case management?

**Response #5**

The selected vendor would be responsible serving as a liaison between the PBM, TPA and the member.

**Question #6**

What percentage of lives is Medicare D vs. non Part D?

**Response #6**

19.5% of our total lives are Medicare D vs. Non-Medicare.

**Question #7**

Could we get a copy of your current contract with IPC?

**Response #7**

The original agreement and all amendments will be provided.

CCO Form: HR5  
Approved: 9/97 (BDG)  
Revised: 01/06 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
CONSULTANT AGREEMENT**

THIS AGREEMENT is entered into by Independent Pharmaceutical Consultants, Inc. (hereinafter, "Consultant"), and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Consultant to perform professional services in the preparation of

Pharmacy Consulting Services; and

WHEREAS, the Consultant represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for

Pharmacy Consulting Services

(B) The specific services to be provided by the Consultant are set forth in Exhibit I to this Agreement, titled "Scope of Work," which is attached hereto and made a part of this Agreement. The "Scope of Work" is also referenced in RFP 6-060315 which is made a part of this agreement by this reference.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefor.

(3) NONSOLICITATION: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(4) FEES: The amount to be paid to the Consultant by the Commission as full remuneration for the performance of all services called for in this Agreement is shown in Exhibit III, "Pricing Page", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: The Consultant shall comply with all state and federal statutes applicable to the Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(6) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(7) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(8) INDEMNIFICATION: The Consultant shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Consultant on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Consultant's performance under this Agreement, the Consultant assumes the obligation to save the Commission harmless, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Consultant also agrees to hold harmless the Commission, including its agents, employees and assigns, from any

wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Consultant for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(9) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(10) AUDIT OF RECORDS: The Consultant must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(11) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Consultant at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(12) CONFIDENTIALITY: The Consultant shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Consultant shall notify the Commission immediately of any request for such information.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Consultant and the Commission.

(15) ASSIGNMENT: The Consultant shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Consultant, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Consultant responsible for damages.

(17) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Consultant with written notice of cancellation. Should the Commission exercise its right

to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Consultant

(18) COMMISSION REPRESENTATIVE: The Commission's Medical and Life Insurance Plan Board Chairman is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(19) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Consultant shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(21) CONTRACT PERIOD: January 1, 2007 through December 31, 2007 with renewals occurring on January 1 of each consecutive year.

(22) RENEWAL INFORMATION: The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Consultant the 31st day of March, 2006.

Executed by the Commission the 10th day of May, 2006.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

By [Signature]  
Title: Board Chairman

Independent Pharmaceutical Consultants, Inc.

By [Signature]  
Title: President

ATTEST:

[Signature]  
Secretary to the Commission

ATTEST:

[Signature]  
Title: Director of Office Administration

APPROVED AS TO FORM:

[Signature]  
Commission Counsel

APPROVED AS TO FORM:

\_\_\_\_\_  
Title: \_\_\_\_\_

**SECTION (2):  
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:

Provide benefit analysis and consulting services for the MoDOT/MSHP Medical and Life Insurance Plan. Including best practice guidelines, market trends, and Pharmacy Benefits Manager (PBM) vendor plan management and oversight. The Plan is self-insured and has a carved-out pharmacy benefit plan, which is also self-insured. The Plan is an employer PDP for Medicare Part D coverage. Plan prescription drug costs were \$15.6 million in calendar year 2005.

- (B) **Specific Requirements:** The Offeror will provide the General Services Unit seven copies of a program proposal, which will include the below information. Quarterly, Semi-Annual and Annual requirements shall be completed within sixty (60) days of the time period specified (Quarterly, Semi-Annual and Annual) unless written permission is given by the MHTC Representative or designee.

**1. All Non-Medicare and Medicare Members:**

**As Necessary:**

- a) Large case management services (maximum 20/quarter). Work with PBM to coordinate clinical case management for individuals identified by the PBM.
- b) Maintenance of Maximum Co-payment listing (certain drugs that have no alternatives within a therapeutic class are limited to a maximum co-insurance amount of \$50. This is referred to as the "maximum co-payment" for plan members.)
- c) Coordinate clinical support and member appeals that require third-party intervention (typically involves interaction with healthcare providers, including pharmacies to resolve issues) with the PBM.
- d) Recommendations and implementation of coverage for newly approved drugs
- e) Recommend and implement customized clinical programs as needed and approved by the plan board of trustees.
- f) Support elevated member complaint resolution (potential disputes among plan, member, and PBM).
- g) Hourly rate for special projects; projects not otherwise specified (these projects will require approval by the plan board of trustees).

**h) Quarterly:**

- 1) Quarterly data load (storage), reporting and analysis of plan utilization (received from PBM).
- 2) Attend and/or conduct quarterly staff, vendor, and medical board meetings; typically held in Jefferson City, MO
- 3) Maintain and support therapeutic drug class cost comparison database based on actual utilization and costs for the plan.



- i) **Semi-Annual:**
    - 1) Develop, support and maintain Plan "Pharmacy Grade Card", including comparisons of cost and quality.
  - j) **Annual:**
    - 1) Annual complete claims audit of PBM (100% of adjudicated claims).
2. **Medicare Specific:**  
**As Necessary:**
- a) Front-end and ongoing eligibility and file transfer set-up and maintenance with Centers for Medicare and Medicaid Services (CMS).
  - b) Eligibility error handling and problem resolution with CMS
  - c) Front-end claims set-up, claims file load and transfer process with PBM and CMS as necessary
  - d) Claims error handling and problem resolution with CMS
  - e) Hourly rate for special projects (if different from non-Medicare rate)
  - f) **Quarterly:**
    - 1) Quarterly reconciliation
  - g) **Semi-Annual:**
    - 1) Semi-annual integrity audit
  - h) **Annual:**
    - 1) Annual reconciliation with CMS
3. **Reporting Requirements**
- a) All Reports will be utilized with calendar year-to-date data required for meeting all the specifications stated herein.
  - b) All Reports will include the previous calendar year data as well as the current calendar year's data.
4. **Payment and Invoicing Requirements:**
- a) **Invoicing:** The Contractor shall submit a monthly itemized invoice, to the address stated below, for providing Pharmacy Consulting Services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price on the invoice.

**Central Office**

Missouri Department of Transportation

Attn: Pam Otto – Employee Benefits

105 W. Capitol Ave., P.O. Box 270

Jefferson City, MO 65102

- b) **Payment:** The Contractor shall be paid the firm, fixed price per subscriber per month and additional hour rate specified on the Pricing Page of this RFP for Pharmacy Consulting Services actually provided. If a partial

month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.

- c) Other than the payment(s) specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

**(C) Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

## STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## GENERAL TERMS AND CONDITIONS

### General Performance

- a. This work is to be performed under the general supervision and direction of the

Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

- 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

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- II. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a proposal, the Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery

of the contracted work and the completion of the work within the specified time.

- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.

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- 1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "PREFERENCE IN PURCHASING PRODUCTS" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in

relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or

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services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an Independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the

Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

## Pricing Page

## (A) Fees:

Line Item #	Description	Original Contract Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$ 0.82
002	Per Additional Hour*	\$ 200.00
<i>Medicare Specific Benefits</i>		
003	PSPM	\$ 5.36
004	Per Additional Hour*	\$ 200.00

## (B) Renewal Period Pricing:

Line Item #	Description	1st Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$ 0.85
002	Per Additional Hour*	\$ 208.00
<i>Medicare Specific Benefits</i>		
003	PSPM	\$ 5.57
004	Per Additional Hour*	\$ 208.00

Line Item #	Description	2nd Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$ 0.90
002	Per Additional Hour*	\$ 218.40
<i>Medicare Specific Benefits</i>		
003	PSPM	\$ 5.85
004	Per Additional Hour*	\$ 218.40

Line Item #	Description	3rd Renewal Period
<i>Non-Medicare Specific Benefits</i>		
001	PSPM	\$ 0.94
002	Per Additional Hour*	\$ 229.32
<i>Medicare Specific Benefits</i>		
003	PSPM	\$ 6.15
004	Per Additional Hour*	\$ 229.32

Line Item #	Description	4th Renewal Period
<i>Non-Medicare Specific Benefits</i>		

001	PSPM	\$	1.00
002	Per Additional Hour*	\$	243.08
<b>Medicare Specific Benefits</b>			
003	PSPM	\$	6.51
004	Per Additional Hour*	\$	243.08

2011

Firm Name: Independent Pharmaceutical Consultants, Inc.

Address: 1061 Peruque Crossing Court City: O'Fallon, MO Zip: 63366

Signature: 

Name: Kenneth Anderson Title: President



## Proposal Acceptance Page

Independent Pharmaceutical Consultants, Inc. agrees to provide the services at the fees quoted, under the terms of this Request for Proposal (RFP)

Authorized Signature of Offeror: 

Date of Proposal: March 15, 2006  
Name of Signer: Kenneth W. Anderson  
Title of Signer: President  
Mailing Address: 1061 Peruque Crossing  
O'Fallon, MO 63366  
Telephone Number: (636) 561-3656  
FAX Number: (636) 639-8021  
Electronic Mail Address: [ken.anderson@ipc-inc.com](mailto:ken.anderson@ipc-inc.com)

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This proposal is accepted by MHTC.

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(Name and Title)

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(Date)

Missouri  
Department  
of Transportation





Pete K. Rahn, Director

105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 751-2551  
Fax (573) 751-6555  
[www.modot.org](http://www.modot.org)

**ADDENDUM 001**  
**REQUEST FOR PROPOSALS**  
**Pharmacy Consulting Services**  
**RFP NUMBER: 6-060315**

Offerors shall acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original proposal. The due date for receipt of proposals remains unchanged by this Addendum. Accordingly, the following clarifications, questions and answers are believed to be of general interest to all potential Offerors. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)  Kenneth Anderson President	Name and Title of Department Authority  Erin Moritz General Services Specialist
Contractor/Offeror Signature   (Signature of person authorized to sign)	Department of Transportation   (Authorizing Signature)
Date Signed: 3/13/2006	Date Signed: Feb. 28, 2006